

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

VIRGIN VALLEY WATER DISTRICT, a
political subdivision of the State of Nevada,

Plaintiff,

vs.

VANGUARD PIPING SYSTEMS (CANADA),
INC., a Canadian corporation; VANGUARD
PIPE & FITTINGS, LTD., a Canadian
corporation; VG PIPE LLC, a Delaware
corporation; C-B SUPPLIES, LTD., CANADA, a
foreign corporation; VIEGA LLC, a Delaware
corporation; and VIEGA NA, INC. a foreign
corporation,

Defendants.

Case No.: 2:09-cv-0309-LRH-PAL

**STIPULATION AND ORDER FOR
DISMISSAL WITHOUT PREJUDICE
OF VANGUARD PIPE & FITTINGS,
LTD. FKA VANGUARD PIPING
SYSTEMS (CANADA), INC. AND C-B
SUPPLIES, LTD. DESIGNATED AS C-
B SUPPLIES, LTD., CANADA**

Defendants, Vanguard Pipe & Fittings, Ltd. formerly known as Vanguard Piping
Systems (Canada), Inc. (hereinafter "*Vanguard*") and C-B Supplies, Ltd. designated as C-B
Supplies, Ltd., Canada, (hereinafter "*C-B*") by and through their counsel of record, Backus •
Carranza, Defendants, VG Pipe LLC, Viega LLC, and Viega NA, Inc. by and through their
counsel of record, Wilson Elser Moskowitz Edelman & Dicker LLP and Plaintiff, Virgin Valley

1 Water District (hereinafter "VVWD"), by and through its counsel of record, Kolesar & Leatham,
2 Chtd., do hereby stipulate and agree that Defendants, Vanguard Pipe & Fittings, Ltd. formerly
3 known as Vanguard Piping Systems (Canada)), Inc. and C-B Supplies, Ltd. designated as C-B
4 Supplies, Ltd., Canada, may each be dismissed without prejudice from this action.

5 These parties through their respective counsel further state and agree as follows:

- 6 1. Vanguard and C-B have furnished the attached Exhibit A executed Affidavit of
7 Freidoun Alagheband, a Director and Officer of Vanguard and C-B.
- 8 2. Based upon the representations of Mr. Alagheband, it appears that Vanguard and C-
9 B are not proper parties to this action.
- 10 3. VVWD in reliance upon the representations of Mr. Alagheband and for just cause
11 appearing agrees to dismiss Vanguard and C-B from the present civil action without
12 prejudice to bring said entities back into this action if evidence is discovered at a
13 later date that supports a finding that either entity had actionable involvement with
14 the Bruiser piping installed in Mesquite, Nevada which is the subject matter of this
15 action.
- 16 4. Vanguard and C-B mutually agree that the applicable statute of limitations may be
17 tolled pending discovery in this action for purposes of having, if necessary, to bring
18 either Vanguard or C-B back into this action.
- 19 5. Vanguard and C-B further agree that if they are brought back into this action, they
20 waive the requirements of service under the Hague Convention and authorize Leland
21 Eugene Backus, Esq. to accept service on each of their behalf.
- 22 6. Vanguard acquired certain equipment from Vanguard Piping Systems, Inc., a U. S.
23 company which is used to manufacture a type of piping known as Bruiser Pipe.

- 1 7. Although, it is represented that Vanguard did not manufacture the Bruiser Pipe
2 which is the subject matter of the federal civil action, it may be educational and
3 useful for VVWD through experts or otherwise to view, inspect and examine the
4 manufacturing equipment now owned by Vanguard and located in Canada.
- 5 8. In the spirit of cooperation and to facilitate the dismissal of Vanguard and C-B,
6 Vanguard agrees to permit the other parties through experts or otherwise to make
7 suitable arrangements to come to Vanguard's manufacturing facility in Canada to
8 view, inspect and examine the equipment used to manufacture Bruiser Pipe.
- 9 9. VVWD has alleges it has experienced failures of Bruiser Pipe that was manufactured
10 by other companies potentially on this or similar equipment.
- 11 10. The parties will share information it gains from any viewing, inspection or
12 examination with Vanguard.
- 13 11. Any information obtained by the parties is subject to the Protective Order Governing
14 Confidentiality of Documents of the United States District Court in the federal
15 action.
- 16 12. It is agreed that for the purpose of the compliance with the Protective Order
17 Governing Confidentiality of Documents of the United States District Court that any
18 notes, computer data, photographs, video or other methodology utilized in recording
19 information about the viewing, inspection or examination of the equipment shall be
20 deemed to be documents within the purview of the Protective Order Governing
21 Confidentiality of Documents.
- 22 13. Vanguard maintains that its manufacturing processes are confidential and proprietary
23 and it would be disadvantageous and harmful if competitors had access to this
 manufacturing process information.

1 14. The parties agree to maintain the confidences of the manufacturing process and not
2 disclose the same without the express permission of Vanguard in writing.

3 15. The parties and their experts, investigators, officers, agents and employees agree to
4 perform the viewing, inspection and examination in a confidential manner and agree
5 not to disclose any information or materials gathered pursuant to this Agreement, or
6 discuss same with anyone, without the prior written permission of Vanguard. The
7 Final Report and any additional written reports prepared by or for the parties shall be
8 marked "Business Confidential" and distribution of same by the parties will be
9 limited to those conducting, reviewing and preparing such reports, as well as a copy
10 to Vanguard.

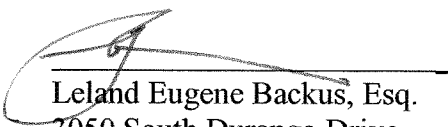
11 16. In the event, the parties determine that the information the gain from this viewing,
12 inspection and examination of equipment is evidentiary and must be disclosed in the
13 United States District Court action, prior to such disclosure, the party disclosing will
14 notify Vanguard to afford Vanguard an opportunity, if necessary, to seek any further
15 protective orders as it deems necessary to protect its proprietary information.

16 Dated this ____ day of September, 2009. Dated this 19th day of ~~September~~ October, 2009.

17
18 **KOLESAR & LEATHAM, CHTD.**

19 _____
20 Georlen K. Spangler, Esq.
21 3320 West Sahara Ave.
22 Suite 380
23 Las Vegas, Nevada 89102
Attorney for Plaintiff
Virgin Valley Water District

BACKUS • CARRANZA



Leland Eugene Backus, Esq.
3050 South Durango Drive
Las Vegas, Nevada 89117
Attorney for Defendants Vanguard
Pipe & Fittings, Ltd. f/k/a Vanguard
Piping Systems (Canada), Inc.

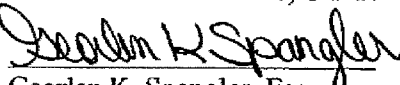
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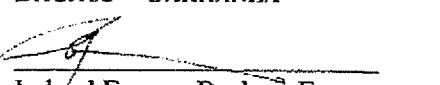
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17
18 KOLESAR & LEATHAM, CHTD.

19 
20 Georlen K. Spangler, Esq.
21 3320 West Sahara Ave.
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Las Vegas, Nevada 89117
Attorney for Defendants Vanguard
Pipe & Fittings, Ltd. f/k/a Vanguard
Piping Systems (Canada), Inc.

1 Dated this 5th day of October, 2009.

2
3 **Wilson Elser Moskowitz Edelman & Dicker LLP**

4
5 Michael M. Edwards
6 Michael M. Edwards, Esq.
415 S. 6th Street, Suite 300
Las Vegas, NV 89101

7 **ORDER**

8 The above stipulation have been duly presented to the Court and for good cause
9 demonstrated,

10 IT IS HEREBY ORDERED that Vanguard Piping Systems (Canada)), Inc. and C-B
11 Supplies, Ltd. designated as C-B Supplies, Ltd., Canada, are each dismissed without prejudice
12 from this action.

13 IT IS FURTHER ORDERED that the other terms of the stipulation are approved.

14 DATED this 20th day of October, 2009.

15 

16
17 **LARRY R. HICKS**
18 **UNITED STATES DISTRICT JUDGE**